

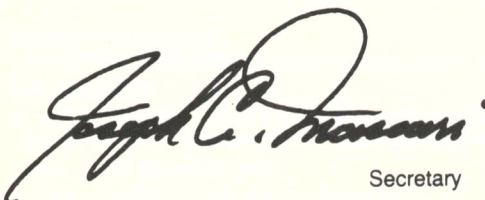
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## LITIGATION GUARANTEE

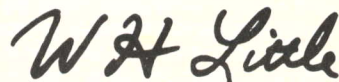
### SAFECO TITLE INSURANCE COMPANY OF IDAHO

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, SAFECO TITLE INSURANCE COMPANY OF IDAHO, an Idaho corporation, herein called the Company, guarantees the Assured against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated in Schedule A,

1. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions in Schedule B, which Exceptions are not necessarily shown in the order of their priority; and
2. The necessary parties defendant in the action referred to in Schedule C are as therein stated.

  
Secretary



  
President

.....  
Authorized Signature



**LITIGATION  
GUARANTEE**



**SAFECO TITLE**  
INSURANCE COMPANY  
OF IDAHO

HOME OFFICE

300 NORTH SIXTH STREET

P.O. BOX 2528

BOISE, IDAHO 83701

**SCHEDULE A**

Your Reference:

Our No. 86557

Liability: \$

Fee: \$

Dated: January 22, 1987

1. Name of Assured:

2. Title to said estate or interest at the date hereof is vested in

**Frank M. Bundy and Hilda E. Bundy**

3. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is

**Fee Simple**

4. The land referred to in this Guarantee is situated in the State of **Idaho** County of  
**Kootenai** and is described as follows:

**SEE EXHIBIT I ATTACHED HERETO AND MADE A PART HEREOF.**

**SCHEDULE A**

Litigation Guarantee - 2-18-83  
SAFECO Stock No. IDP-24A (3-83)



Order No. 86557

EXHIBIT I

A portion of Tracts 17 and 24 of Plat No. 2, Greenacres Irrigation District, Kootenai County, State of Idaho, according to the plat recorded in Book B of Plats, page 51, described as follows:

Beginning at the Northeast corner of Tract 24, thence

along the North line of Tract 24 N.  $89^{\circ}32'45''$  W. 208.0 feet to the Southwest corner of Tax Number 5319 (Book 187, page 216), being the true point of beginning for this description; thence

South  $10^{\circ}26'45''$  East, 241.15 feet to a point on the Northwesterly right of way line of State Highway 53; thence

along said right of way line South  $49^{\circ}20'$  West, 209.0 feet; thence

North  $4^{\circ}24'$  West, 408.0 feet; thence

parallel with the North line of Tract 24 South  $89^{\circ}32'45''$  East 147.1 feet to a point on the West line of Tax Number 5319; thence

along the West line of Tax Number 5319 South  $0^{\circ}24'$  West 31.5 feet to the TRUE POINT OF BEGINNING.



Order No. 86557

SCHEDULE B

EXCEPTIONS:

1. General taxes for the year 1986, which are a lien, of which the first half is delinquent and the second half is due and payable on or before June 20, 1987 and not delinquent until after said date.

2. Liens and assessments of the Greenacres Irrigation District, and the rights, powers, and easements of said district as by law provided. No delinquencies appear in the County Recorder's Office.

3. A contract of Sale, providing for the sale of said land

Dated: February 16, 1972  
Vendor: Frank M. Bundy and Hilda E. Bundy, husband and wife  
Vendee: William Alan Pickett and Jean R. Pickett, husband and wife, and Jimmie Allen Peterson and Betty A. Peterson, husband and wife  
Recorded: February 18, 1972 as Instrument No. 596582

4. The effect of and conditions contained in that certain Quitclaim Deed between Jimmie Allen Peterson and Betty A. Peterson, husband and wife, and William Alan Pickett and Jean R. Pickett, husband and wife, recorded July 5, 1977 as Instrument No. 735638, records of Kootenai County, Idaho.

5. A contract of Sale, providing for the sale of said land

Dated: December 28, 1979  
Vendor: William Alan Pickett and Jean R. Pickett, husband and wife  
Vendee: Arrcom, Inc., a Washington Corporation  
Recorded: January 2, 1980 as Instrument No. 86557

6. The effect of and conditions contained in that certain Purchaser's Assignment of Contract and Deed between Arrcom, Inc., a Washington corporation and Warren W. Bingham, a married man, dealing with his sole and separate property, recorded January 2, 1980 as Instrument No. 829999, records of Kootenai County, Idaho.

Order No. 86557

SCHEDULE B

EXCEPTIONS:

7. The effect of and conditions contained in that certain Lease and Option Agreement, between Warren W. Bingham, a married man and Arrcom, a Washington Corporation recorded January 8, 1980 as Instrument No. 830442, records of Kootenai County, Idaho.

8. The effect and conditions contained in that certain Quitclaim Deed Agreement, between Lanita E. Bingham and Warren W. Bingham, recorded January 31, 1980 as Instrument No. 832421, records of Kootenai County, Idaho.

9. The effect of and conditions contained in that certain Quitclaim Deed Agreement, between Arrcom, Inc., George W. Dexler and Hazel M. Dexler, and Warren W. Bingham, recorded January 19, 1982 as Instrument No. 895811, records of Kootenai County, Idaho.

10. The effect of and conditions contained in that certain Affidavit of Compliance between Maxine McKinzie, County Treasurer recorded February 4, 1986 as Instrument No. 1034707, records of Kootenai County, Idaho.

11. The effect and conditions contained in that certain Tax Deed between Maxine McKinzie, County Treasurer and Kootenai County, recorded February 11, 1986 as Instrument No. 1035414, records of Kootenai County, Idaho.

12. Claim of Lien, including the terms and conditions thereof, State of Idaho Department of Employment Plaintiff, against Arrcom, Inc, Drexler Enterprises, Defendant, recorded May 11, 1983 as Instrument No. 936638, records of Kootenai County, Idaho.

**SCHEDULE C**

Our No.: 86557

Your Reference:

The necessary parties (other than those having a claim or interest by reason of matters shown in Exceptions numbered 1 thru 12.)

to be made defendants in an action to this litigation report.

subject to the Exceptions listed above, to be brought by

United States Environmental  
Protection Agency

as plaintiff, are as follows: NONE

**SCHEDULE C**

Litigation Guarantee - 2-18-83  
SAFECO Stock No. IDP-24C (3-83)





01	100	99	98	97	640.2
30.7	330.7	330.7	330.7	305.7	
24	125	126	127	128	638.25
30.8	330.8	330.8	330.8	305.8	

S.E.  
Cor.

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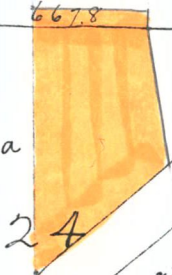
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17

10

3.63 a

667.8 333.9' 2 266.1 667.8



23 1066 41066 6.17 a

24

7.48 a

9 515

659.0

659.0

660.7

664.5

664.5

N. P. R. R.

Fence

Fence

16

4.89 a

660.7



15

660.7

4.60 a

26

County Road

25

5.80 a

667.2

0.11 a

668.5

668.5

671.2

669.3

12

"This plat is made solely for the purpose of assisting in locating said land, and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey."

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32

























































































































